

ESTTA Tracking number: **ESTTA579118**

Filing date: **12/27/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92058054
Party	Plaintiff Morris Visitor Publications, LLC
Correspondence Address	COURTNEY L BODIE MOSES LAW GROUP LLC 6 GEORGE C WILSON COURT AUGUSTA, GA 30909-6593 UNITED STATES CLB@moseslawgroup.com, TEM@moseslawgroup.com
Submission	Motion for Default Judgment
Filer's Name	Courtney L. Bodie
Filer's e-mail	CLB@moseslawgroup.com, TEM@moseslawgroup.com
Signature	//CLBodie//
Date	12/27/2013
Attachments	Opposition to Declaration - no good cause.pdf(164982 bytes ) Correspondence and Letters.pdf(837190 bytes )

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Morris Visitor Publications, LLC,  
*Petitioner,*

vs.

GMA Accessories, Inc.,  
*Respondent.*

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Cancellation No. **92058054**

Mark : **CHARLOTTE**

Reg.No.: **3600046**

**Opposition to Declaration of Nadia Mirza and Motion for Default Judgment**

NOW COMES Timothy E. Moses, Esq., counsel of record for Petitioner in the above-referenced cancellation procedure, and shows as follows:

1. Petitioner's counsel is in receipt of the "*Declaration of Nadia Mirza*," dated December 19, 2013 (hereinafter, the "Declaration"). After careful review of that Declaration, as well as the materials in Petitioner's counsel's file on this matter, it appears that there is at least one statement in the Declaration which is entirely false.

2. Specifically, the Declaration claims:

*"The parties, by their counsel, were engaged in settlement discussions in September and October."*

(See Declaration, Background, para. 1.)<sup>1</sup>

The foregoing statement is entirely false as no discussions of any sort were had during the months of September and October of this year. Furthermore, this statement appears designed to mislead the TTAB to believe that the parties' counsel were engaged in discussions after the petition for cancellation was filed. Such is not the case. As proof, counsel for Petitioner submits herewith copies of email correspondence and letters regarding this matter that were exchanged between counsel in **February** and **March** of

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<sup>1</sup> There are two paragraphs numbered "1" in the Declaration so reference to "Background" is provided here to accurately reflect which of the paragraphs are intended.

2013. The last correspondence counsel for Petitioner ever received from counsel for Respondent was the email of John P. Bostany dated **March 5, 2013 at 4:14PM**.

Certainly, there have been no discussions between counsel since then. The only subsequent communication received from Respondent's counsel was a voicemail message left by John Bostany on December 17, 2013 at 12:17PM. Interestingly, this is the same date as the correspondence from Amy Matelski, Paralegal Specialist, notifying Respondent that, among other things, the Answer in this matter was due on December 1, 2013. Thus, the foregoing statement in the Declaration is entirely false and should be entirely disregarded as any excusable reason why an answer was not filed.

3. Additionally, the Declaration admits that Respondent received Notice of the Petition to Cancel, which was mailed to Respondent's corporate address. (See Declaration, Background, para. 2.)

4. Counsel for Petitioner cannot claim that service was improper because the initial petition included proof of service on the owner of record for the registration at the correspondence address of record in the Office. 37 C.F.R. §§ 2.111(a).

5. Further, the Declaration admits that Respondent received the "Schedule Order" in this matter, which clearly set forth the December 1, 2013 deadline to submit an Answer. (See Declaration, Background, para. 2.)

6. Furthermore, the Declaration admits that Respondent's counsel received notice of the pending cancellation proceeding as Respondent's counsel provided "new contact/correspondence information, on October 25, 2013." (See Declaration, Background, para. 3.)

7. Additionally, the Declaration fails to set forth any reason that would constitute "good cause" for failure to file such an Answer. To satisfy good cause, Respondent must show all three (3) of the following components:

- a. The delay in filing an answer was not the result of willful conduct or gross neglect on the part of the defendant;
- b. The plaintiff will not be substantially prejudiced by the delay; **and**
- c. The defendant has a meritorious defense to the action.

TBMP Rule 312.02.

8. Respondent's delay in filing an Answer was the result of willful conduct or gross neglect on the part of Respondent and/or its counsel. Despite Respondent having received notice of the pending cancellation proceeding and Schedule Order, no Answer was filed. Further, despite Respondent's counsel having received notice of the pending cancellation proceeding and the "Schedule Order," no Answer was filed. Therefore, it seems clear that Respondent and/or its counsel have willfully or through gross negligence failed to file a timely Answer.

9. Furthermore, the Declaration - and the Answer annexed thereto - fails to set forth any factual basis of a "meritorious defense" to the action. Rather, the proposed Answer merely admits or denies or sidesteps the allegations of the Petition to Cancel. Such a cursory response without any details is wholly insufficient to demonstrate any semblance of a meritorious defense. Certainly, it is entirely incompetent and impotent.

10. Petitioner shows that, as a result, Respondent - through its counsel - has failed to demonstrate "good cause" or any "excusable neglect" for not filing an Answer within the clear time set forth by the Board. Such wanton disregard of the Board's proceedings should not be tolerated or excused. Accordingly, the Board should find that Respondent has failed to show good cause for failing to file an Answer and enter judgment by default. TBMP § 508.

Respectfully submitted, this 27<sup>th</sup> day of December, 2013.



Timothy E. Moses  
Georgia Bar No. 526535  
Courtney L. Bodie  
Georgia Bar No. 247967

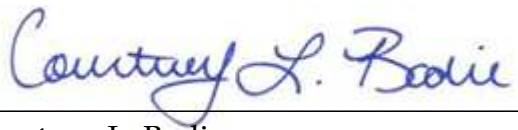


6 George C. Wilson Court  
Augusta, GA 30909-6593  
(706) 860-8030 telephone

**Certificate of Service**

I, Courtney L. Bodie, hereby certify that the Opposition to Declaration of Nadio Mirza and Motion for Default Judgment is being deposited with the United States Postal Service on this 27<sup>th</sup> day of December, 2013, postage pre-paid, addressed to the following:

Nadia Mirza  
Bostany Law Firm PLLC  
75 Wall Street, Suite 24F  
New York, NY 10005

By:   
Courtney L. Bodie



Tim Moses &lt;TEM@moseslawgroup.com&gt;

---

**CHARLOTTE and CHARLOTTE WEDDING**

---

**Tim Moses** <TEM@moseslawgroup.com>  
To: mail@bozlaw.com

Mon, Feb 18, 2013 at 1:36 PM

Mr. Levy,

Please see the attached follow-up letter, the original of which is also being sent to you via US Mail.

**Timothy E. Moses**  
Moses Law Group, LLC  
6 George C. Wilson Court  
Augusta, Georgia 30909-6593  
Telephone: (706) 860-8030  
Toll-free: (855) 529-4899 (voice and fax)



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**Levy, Daniel Itr re CHARLOTTE (3600046)\_2.pdf**  
153K



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6 George C. Wilson Court  
Augusta, Georgia 30909-6593  
(706) 860-8030

---

Timothy E. Moses

*\* Licensed in Georgia and South Carolina*

TEM@moseslawgroup.com

February 18, 2013

**VIA: U.S. Mail and Email (mail@bozlaw.com)**

Mr. Daniel A. Levy  
The Bostany Law Firm  
40 Wall Street, Floor 61  
New York, NY 10005-1304

**RE: CHARLOTTE (U.S. Reg. No. 3600046)**

Dear Mr. Levy:

I am writing to follow up on my letter of January 25, 2013, wherein I raised the prospect of a co-existence agreement with your client, GMA Accessories, Inc. of New York, NY ("GMA"), who I assume is still your client. If your client would be willing to consider a co-existence agreement like the University of North Carolina Charlotte previously did for GMA, please let me know. Hopefully you and your client will recognize that there is no likelihood of confusion between your client's line of hats, handbags and other fashion accessories and MVP's print and online publication related to weddings. The favor of a reply is requested.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Timothy E. Moses



Tim Moses [mailto:TEM@moseslawgroup.com]

---

**CHARLOTTE and CHARLOTTE WEDDING**

---

**Conor Donnelly** <conor.donnelly@bozlaw.com>

Mon, Feb 18, 2013 at 11:28 PM

To: "TEM@moseslawgroup.com" &lt;TEM@moseslawgroup.com&gt;

Cc: Charen Kim &lt;c.kim@bozlaw.com&gt;, "John P. Bostany" &lt;john@bozlaw.com&gt;

Mr. Moses

Your letters dated January 25 and February 18 have been referred to me for handling. Please address this matter to the undersigned from hereon. I have reviewed the Oct. 15, 2012 Office Action by USPTO Examiner Kristin Carlson and find her comparison between the two marks in Class 35 to be persuasive. On what grounds would you believe that GMA Accessories, Inc. would be interested in your proposal?

Conor F. Donnelly, Esq.

Bostany Law Firm PLLC

75 Wall Street, Suite 24F

New York, NY 10005

www.bozlaw.com

(212) 530 4400

**From:** Tim Moses [mailto:TEM@moseslawgroup.com]**Sent:** Monday, February 18, 2013 1:37 PM**To:** Bostany Law Firm PLLC**Subject:** CHARLOTTE and CHARLOTTE WEDDING

Mr. Levy,

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



**From:** Tim Moses [mailto:TEM@moseslawgroup.com]  
**Sent:** Friday, January 25, 2013 11:58 AM  
**To:** Bostany Law Firm PLLC  
**Subject:** CHARLOTTE (U.S. Reg. No. 3600046)

The attached letter is intended for **Mr. Daniel A. Levy**. Would you please see that it is delivered to him? Thank you.

**Timothy E. Moses**

Moses Law Group, LLC

6 George C. Wilson Court

Augusta, Georgia 30909-6593

*Telephone: (706) 860-8030*

*Toll-free: (855) 529-4899 (voice and fax)*



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File: Moses - Char(6)temoses.com

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## CHARLOTTE and CHARLOTTE WEDDING

---

**Tim Moses** <TEM@moseslawgroup.com>

Wed, Feb 20, 2013 at 1:14 PM

To: Conor Donnelly <conor.donnelly@bozlaw.com>

Cc: Charen Kim <c.kim@bozlaw.com>, "John P. Bostany" <john@bozlaw.com>, Courtney Bodie <CLB@moseslawgroup.com>

Mr. Donnelly,

Thank you for your email. Please see the attached letter in response.

Should you have any questions, please do not hesitate to contact me at your convenience. Thank you.

**Timothy E. Moses**

Moses Law Group, LLC

6 George C. Wilson Court

Augusta, Georgia 30909-6593

Telephone: (706) 860-8030

Toll-free: (855) 529-4899 (voice and fax)



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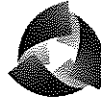
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[Quoted text hidden]



**Donnelly, Connor ltr re CHARLOTTE (3600046)\_.pdf**  
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6 George C. Wilson Court  
Augusta, Georgia 30909-6593  
(706) 860-8030

---

Timothy E. Moses

*\* Licensed in Georgia and South Carolina*

TEM@moseslawgroup.com

February 20, 2013

**VIA: Email (connor.donnelly@bozlaw.com)**

Mr. Connor F. Donnelly  
The Bostany Law Firm  
40 Wall Street, Floor 61  
New York, NY 10005-1304

**RE: CHARLOTTE (U.S. Reg. No. 3600046)**

Dear Mr. Donnelly:

Thank you for your email response to my two letters addressed to Mr. Levy. Per your request, I am responding directly to you and your inquiry as to the possible grounds on which your client, GMA Associates, Inc. ("GMA"), might be interested in entering into a co-existence agreement with my client, Morris Visitor Publications, LLC ("MVP").

I am hopeful that GMA would consider a co-existence agreement for three reasons. First, it is apparent from the prosecutorial history of the above-referenced registration for CHARLOTTE that GMA entered into a co-existence agreement with the University of North Carolina Charlotte ("UNCC"). Indeed, without such a co-existence agreement, it is highly unlikely that GMA would have been able to obtain Registration No. 3600046. Since GMA was the beneficiary of the kindness and cooperation of UNCC, we hope your client would be willing to extend a similar courtesy to MVP.

Second, despite the Examining Attorney's argument to the contrary, there seems to be no *realistic* likelihood of confusion between your client's line of hats, handbags and other fashion accessories and MVP's print and online publication related to weddings. Not only are the marks used in different channels of commerce, but they also seek different customers. For one, although the publication CHARLOTTE WEDDING is geared toward consumers, the primary business effort behind the publication is the sale and provision of advertising for others. This is the Class 35 service that the Examining Attorney has indicated could create confusion. From our limited investigation of GMA's business, it does not appear that your client is selling advertising to other providers of goods. Thus, it is *very unlikely* that there would be any confusion between MVP's use of CHARLOTTE WEDDING to obtain advertisers, and GMA's use of CHARLOTTE to market its own goods.

Third, and perhaps most importantly, your client's registration remains subject to challenge and cancellation, in whole or in part. Specifically, it does not appear that your client is engaging in several of the listed Class 35 services in a manner that would constitute trademark use. As you may know, certain uses of an alleged mark may not constitute trademark or service mark use. To be a registrable service,<sup>1</sup> an activity must be for the benefit of **someone other than the applicant**;<sup>2</sup> and **sufficiently separate from an applicant's principal activity**.<sup>3</sup> For example, where an activity claimed to be a service is incidental to the sale of goods, the activity cannot be separately recognizable as a service unless it is shown that the activity constitutes something clearly different from, or over and above, any activity normally involved in promoting the sale of such goods.<sup>4</sup>

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<sup>1</sup> T.M.E.P. §1301.01.

<sup>2</sup> T.M.E.P. §1301.01(a)(ii).

<sup>3</sup> T.M.E.P. §1301.01(a)(iii).

<sup>4</sup> *In re Dr. Pepper Co.*, 5 U.S.P.Q.2d 1207 (Fed. Cir. 1987) (the running of a contest to advertise and promote the sale of one's goods is not a service over and above, or materially different from, what would normally be expected from one engaged in the sale of goods). See also *In re Radio Corp. of Am.*, 98 U.S.P.Q. 157, 158 (CCPA 1953) (supplying radio stations with packaged radio programs of records is mere advertising of record company, not a "service" to consumers); *In re Orion Research Inc.*, 187 U.S.P.Q. 485, 487 (CCPA 1975) (the repair or replacement of one's own merchandise or "guaranteeing" same held not a registrable "service" because it is normally expected by purchasers from the purveyor of goods).

Thus, GMA's use of CHARLOTTE for the following services does not appear to constitute proper trademark use because these services are not activities that GMA provides to others, but rather are incidental business activities in conducting its business enterprise.

- Advertising and marketing;
- Product merchandising;
- General business merchandising services, namely, marketing;
- Fashion show exhibitions for commercial purposes;

Therefore, GMA's registration appears subject to a cancellation proceeding to delete the above-listed services provided merely to conduct its own business.

Additionally, the specimen submitted in support of GMA's application appears limited to the advertising or marketing of GMA's own goods. Thus, the specimen of record would not appear to support any of the remaining descriptions of services should the above-listed descriptions be deleted from the registration. Furthermore, the co-existence agreement between GMA and UNCC is limited to Class 24 goods and does not appear to properly address the likelihood of confusion in Class 35. As a result, one could conclude that the co-existence agreement did not (and does not) adequately overcome the likelihood of confusion objection raised during the prosecution of GMA's application to register CHARLOTTE. Thus, the entire registration appears subject to cancellation.

While MVP would prefer not to initiate a cancellation proceeding if it can be avoided, we may be left with no choice if a co-existence agreement cannot be mutually agreed to with your client. As a result, I renew my request that you and your client consider entering into a mutual co-existence agreement with my client. If you would confer with your client about this request, and the contents of this letter, I would sincerely appreciate it. I look forward to your reply.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy E. Moses', with a stylized, cursive script.

Timothy E. Moses

TEM | tps



[Quoted text hidden]

---

## CHARLOTTE and CHARLOTTE WEDDING

---

**Tim Moses** <TEM@moseslawgroup.com>

Wed, Feb 20, 2013 at 1:29 PM

To: Tim Moses <TEM@moseslawgroup.com>

Cc: Conor Donnelly <conor.donnelly@bozlaw.com>, Charen Kim <c.kim@bozlaw.com>, "John P. Bostany" <john@bozlaw.com>, Courtney Bodie <CLB@moseslawgroup.com>

Mr. Donnelly,

Just so I understand your proposal made by telephone minutes after receiving my letter, you want my client to pay \$25,000 for a co-existence agreement. I will confer with my client and get back to you. However, I do not anticipate my client accepting such an offer.

**Timothy E. Moses**

Moses Law Group, LLC

6 George C. Wilson Court

Augusta, Georgia 30909-6593

Telephone: (706) 860-8030

Toll-free: (855) 529-4899 (voice and fax)



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[Quoted text hidden]



Tim Moses <TEM@moseslawgroup.com>

---

## CHARLOTTE and CHARLOTTE WEDDING

---

**Conor Donnelly** <conor.donnelly@bozlaw.com>

Wed, Feb 20, 2013 at 1:34 PM

To: Tim Moses <TEM@moseslawgroup.com>

Cc: Charen Kim <c.kim@bozlaw.com>, "John P. Bostany" <john@bozlaw.com>, Courtney Bodie <CLB@moseslawgroup.com>

Mr. Moses

Your summary is inaccurate. I do not have authority to make such an offer. We merely discussed your legal fee and the lack of benefit to your client should you decide to pursue litigation, which you threatened in your letter of this date. I conveyed to you that litigation would not be helpful to your client's cause. If you provide an offer I will ask my client whether it will be accepted.

Conor F. Donnelly, Esq.

Bostany Law Firm PLLC

75 Wall Street, Suite 24F

New York, NY 10005

[www.bozlaw.com](http://www.bozlaw.com)

(212) 530 4400

**From:** Tim Moses [mailto:TEM@moseslawgroup.com]

**Sent:** Wednesday, February 20, 2013 1:29 PM

**To:** Tim Moses

**Cc:** Conor Donnelly; Charen Kim; John P. Bostany; Courtney Bodie

**Subject:** Re: CHARLOTTE and CHARLOTTE WEDDING

Mr. Donnelly,

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



Tim Moses &lt;tem@moseslawgroup.com&gt;

---

**CHARLOTTE and CHARLOTTE WEDDING**

---

**Tim Moses** <TEM@moseslawgroup.com>

Wed, Feb 20, 2013 at 1:57 PM

To: Conor Donnelly &lt;conor.donnelly@bozlaw.com&gt;

Cc: Charen Kim &lt;c.kim@bozlaw.com&gt;, "John P. Bostany" &lt;john@bozlaw.com&gt;, Courtney Bodie &lt;CLB@moseslawgroup.com&gt;

Mr. Donelly,

Unfortunately, your email is inaccurate. We did not discuss my legal fees as you have no idea what I charge my client or the billing arrangement that is in place. Further, you most definitely did state the \$25,000 figure after (a) you asked whether or not my client might be willing to purchase rights to use the mark, and (b) I asked you how much would it cost. Since you called me so quickly after having received my letter via email, I found that worthy of memorializing because it seemed impossible for you to have conferred with your client in such a short time.

As you know, I have already made my request, in writing. Neither that request, nor this email communication, offers to pay any amount of money. Please convey that request to your client. If your client does want some fee in exchange for a co-existence agreement, please let me know. Otherwise, I will assume that you have advised your client to ignore my written reasonable request.

**Timothy E. Moses**

Moses Law Group, LLC

6 George C. Wilson Court

Augusta, Georgia 30909-6593

Telephone: (706) 860-8030

Toll-free: (855) 529-4899 (voice and fax)

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[Quoted text hidden]





Tim Moses &lt;tem@moseslawgroup.com&gt;

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## CHARLOTTE and CHARLOTTE WEDDING

---

**Conor Donnelly** <conor.donnelly@bozlaw.com>

Mon, Feb 25, 2013 at 4:10 PM

To: Tim Moses &lt;TEM@moseslawgroup.com&gt;

Cc: Charen Kim &lt;c.kim@bozlaw.com&gt;, "John P. Bostany" &lt;john@bozlaw.com&gt;, Courtney Bodie &lt;CLB@moseslawgroup.com&gt;

Mr. Moses,

Please see attached.

Regards,

Conor F. Donnelly, Esq.

Bostany Law Firm PLLC

75 Wall Street, Suite 24F

New York, NY 10005

[www.bozlaw.com](http://www.bozlaw.com)

(212) 530 4400

**From:** Tim Moses [mailto:TEM@moseslawgroup.com]**Sent:** Wednesday, February 20, 2013 1:58 PM**To:** Conor Donnelly**Cc:** Charen Kim; John P. Bostany; Courtney Bodie

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[Quoted text hidden]

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On Wed, Feb 20, 2013 at 1:14 PM, Tim Moses <TEM@moseslawgroup.com> wrote:

Mr. Donnelly,

Thank you for your email. Please see the attached letter in response.

Should you have any questions, please do not hesitate to contact me at your convenience. Thank you.

**Timothy E. Moses**

Moses Law Group, LLC

6 George C. Wilson Court

Augusta, Georgia 30909-6593

*Telephone:* (706) 860-8030

*Toll-free:* (855) 529-4899 (*voice and fax*)

**[www.moseslawgroup.com](http://www.moseslawgroup.com)**

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# BOSTANY LAW FIRM PLLC

75 WALL STREET  
NEW YORK, NEW YORK 10005

TEL: 212-530-4400

FAX: 212-530-4488

NEW JERSEY OFFICE  
ONE GATEWAY CENTER  
NEWARK, NJ 07102

February 25, 2013

Timothy E. Moses, Esq.  
Moses Law Group, LLC  
6 George C. Wilson Court  
Augusta, Georgia 30909

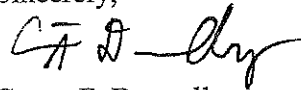
Re: CHARLOTTE (U.S. Reg. 360046)

Dear Mr. Moses:

I am in receipt of your several requests to enter into a co-existence agreement concerning Charlotte. You have threatened to file a petition to cancel my client's registered trademark unless we surrender to your demands and have offered zero consideration. As I previously advised, the purported grounds contained in your February 20, 2013 lack merit and are speculative at best.

My client will not be intimidated by your threats and will consider your request only if it is accompanied by reasonable consideration. I await your advices.

Sincerely,

A handwritten signature in black ink, appearing to read "C F Donnelly", written over a horizontal line.

Conor F. Donnelly



Tim Moses <temoses@moses.com>

---

## CHARLOTTE and CHARLOTTE WEDDING

---

John P. Bostany <john@bozlaw.com>

Thu, Feb 28, 2013 at 6:54 PM

To: Tim Moses <TEM@moseslawgroup.com>

Cc: Courtney Bodie <CLB@moseslawgroup.com>, Conor Donnelly <conor.donnelly@bozlaw.com>

Mr. Moses

I hope you have had a nice week.

Is there an offer that you would like Conor to take back to GMA in exchange for your requests to have the clients' co-exist?

Please let me know

Thanks and have a nice evening,

John P. Bostany

Bostany Law Firm PLLC

75 Wall Street, Suite 24F

New York, NY 10005

www.bozlaw.com

(212) 530 4400

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**From:** Conor Donnelly

**Sent:** Monday, February 25, 2013 4:10 PM

**To:** Tim Moses

**Cc:** Charen Kim; John P. Bostany; Courtney Bodie

**Subject:** RE: CHARLOTTE and CHARLOTTE WEDDING

[Quoted text hidden]



(Tim Moses: 770.444.1234) | temoses.com

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## CHARLOTTE and CHARLOTTE WEDDING

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**Tim Moses** <TEM@moseslawgroup.com>  
To: "John P. Bostany" <john@bozlaw.com>  
Cc: Courtney Bodie <CLB@moseslawgroup.com>

Tue, Mar 5, 2013 at 3:45 PM

Mr. Bostany,

There is no monetary "offer" associated with my request. My client and I had hoped your client would reciprocate the kindness it received from the University of North Carolina Charlotte, which previously entered into a co-existence agreement with your client, albeit for a different trademark application covering a different class. I feel certain you are aware that no monetary consideration was paid in that situation. If your client is unwilling to reciprocate, I would appreciate if you or someone from your office would let me know. Thank you.

**Timothy E. Moses**

Moses Law Group, LLC  
6 George C. Wilson Court  
Augusta, Georgia 30909-6593  
Telephone: (706) 860-8030  
Toll-free: (855) 529-4899 (voice and fax)



[www.moseslawgroup.com](http://www.moseslawgroup.com)

GoogleMap: <http://g.co/maps/nhnz2>

To schedule a meeting: <http://temoses.youcanbook.me>

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Tim Moses [mailto:TEM@moseslawgroup.com]

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## CHARLOTTE and CHARLOTTE WEDDING

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John P. Bostany <john@bozlaw.com>

Tue, Mar 5, 2013 at 4:14 PM

To: Tim Moses <TEM@moseslawgroup.com>

Cc: Courtney Bodie <CLB@moseslawgroup.com>, Conor Donnelly <conor.donnelly@bozlaw.com>

Mr. Moses

The North Carolina case was entirely different. Significantly, the matter involved a college sports team and the agreement was tailored to eliminate confusion and associate the name only when used with the rest of the school's name and insuring that the public would associate the name with the school. You can't seriously argue that your client's attempt to use GMA's mark to make online sales is similar. I am sorry but with 0 being the offer, we must decline your invitation.

Have a pleasant evening

John P. Bostany

Bostany Law Firm PLLC

75 Wall Street, Suite 24F

New York, NY 10005

www.bozlaw.com

(212) 530 4400

**From:** Tim Moses [mailto:TEM@moseslawgroup.com]

**Sent:** Tuesday, March 05, 2013 3:45 PM

**To:** John P. Bostany

**Cc:** Courtney Bodie

[Quoted text hidden]

Mr. Bostany,

[Quoted text hidden]

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**[www.moseslawgroup.com](http://www.moseslawgroup.com)**

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